

EXHIBIT - 22

Title 19 – Environmental Protection

Chapter 2 – Clean Air Act

Sec.

- 19-02.010 Authority
- 19-02.020 Presumption of Retention of Jurisdiction
- 19-02.030 Definitions

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- 19-02.200 Repealer
- 19-02.210 Severability
- 19-02.220 Effective Date

Legislative History

Enacted:

Clean Air Act, Ord. 179 (9/30/03), BIA (10/7/03).

Repealed or Superseded:

Codifying Title 19 – Environmental Protection and Repealing and Superseding Ordinance Nos. 168, 90, Sections, 16-5.010 Through 16-5.020, 36, and Resolution 80-10-762, Ord. 177 (9/3/03).
Adopting and Enforcing Clean Air Standards, Ord. 36 (2/1/77), BIA (2/19/77).

19-02.010 Authority.

This Chapter is enacted pursuant to the authority found in Article VI, Section 1(a), 1(l), and 1(s) of the Constitution of the Swinomish Indian Tribal Community.

[History] Ord. 179 (9/30/03).

19-02.020 Presumption of Retention of Jurisdiction.

As an immutable principle of construction and interpretation of this Chapter, any reasonable doubt as to the applicability of any provision of this Chapter or the Regulations incorporated by reference herein shall be resolved in favor of the complete retention of tribal jurisdiction.

[History] Ord. 179 (9/30/03); Ord. 36 (2/1/77).

19-02.030 Definitions.

(A) For the purposes of this Chapter, unless explicitly stated otherwise, the following terms shall be defined as follows:

- (1) **“Burn Ban”** means a period of impaired air quality or heightened fire danger during which the Planning Department prohibits all outdoor burning, subject to the exceptions established in this Chapter.
- (2) **“Commission”** or **“Planning Commission”** means the Planning Commission of the Swinomish Indian Tribal Community or its designee.
- (3) **“NWAPA”** means the Northwest Air Pollution Authority, a state governmental agency established under the authority of Washington law to develop and enforce air quality standards in Northwest Washington.
- (4) **“Permittee”** means any person who holds a permit issued pursuant to the terms of this Chapter or any regulations promulgated hereunder.
- (5) **“Planning Department”** means the Office of Planning and Community Development of the Swinomish Indian Tribal Community.
- (6) **“Reservation”** means all lands and waters within the exterior boundaries of the Swinomish Indian Reservation.
- (7) **“Structure”** means anything that a person builds or places on the ground for human use or enjoyment that is made from inflammable materials.

(B) All other words and phrases shall have their customary and ordinary meanings.

[History] Ord. 179 (9/30/03); Ord. 177 (9/3/03).

Subchapter I – Operating Permits

19-02.040 Adoption of NWAPA Regulations.

- (A) The air quality standards and regulations of the NWAPA are hereby adopted and incorporated as tribal law, as if fully set out herein. These standards and regulations include those used to sample, quantify, limit, and otherwise determine whether a given source of pollution is in compliance with the air quality standards that are in effect as of the effective date of this Chapter, except as expressly excluded by Section 19-02.080 and Section 19-02.090(A).
- (B) A copy of the NWAPA standards and regulations shall be marked and designated as such, placed on file in the Planning Department, and made available for public inspection during business hours.

[History] Ord. 179 (9/30/03), Ord. 36 (2/1/77).

19-02.050 Operating Permits.

- (A) Any person or business operating machinery, equipment, or any other device that emits a statistically significant volume of air pollution shall obtain an operating permit from the Planning Department prior to operation.
- (B) The Planning Department shall maintain a list of the persons and businesses required to obtain a permit under Section 19-02.050(A) as of the effective date of this Chapter.
- (C) All persons and businesses that locate on the Reservation after the effective date of this Chapter shall obtain a permit before operating any machinery, equipment, or other device that emits a statistically significant volume of air pollution.
- (D) The Planning Department shall update the list required by Section 19-02.050(B) whenever it determines that a new person or business is required to obtain an operating permit under Section 19-02.050(C).
- (E) Operating permits shall be for a period of one (1) year and shall be renewable upon an application by the permittee to the Swinomish Planning Commission.
- (F) The Planning Department may waive the requirement to obtain an operating permit in Sections 19-02.050(A) and (C) upon a written showing that:
 - (1) The requirements would impose an undue hardship on the applicant;

- (2) Waiver of the requirements would not significantly affect the quality of the tribal airshed; and
- (3) Waiver of the requirements would be in the best interest of the Tribe.

[History] Ord. 179 (9/30/03), Ord. 36 (2/1/77).

19-02.060 Fee Schedule.

- (A) The Tribe shall charge a reasonable fee for issuing the operating permits required by Section 19-02.050 above.
- (B) The Planning Department shall publish the fees in a fee schedule, which shall be placed on file in the Planning Department and made available for public inspection.
- (C) From time to time, the Planning Department may change the fee schedule so long as the schedule is reasonable. The Planning Department shall place the amended fee schedule on file in the Planning Department and make it available for public inspection.

[History] Ord. 179 (9/30/03).

19-02.070 Revocation of Permits.

- (A) The Planning Department shall revoke the operating permit of any person subject to the terms of this Chapter who fails to comply with the terms of this Chapter, any rules or regulations promulgated hereunder, or the terms of his or her operating permit.
- (B) The Planning Department may permit a person or business to continue operating in non-compliance with this Chapter, any rules or regulations promulgated hereunder, or the terms of his or her operating permit for a reasonable period of time to prevent unreasonable hardship while the person or business comes into compliance with the terms of this Chapter, any rules or regulations promulgated hereunder, or the terms of his or her operating permit.
- (C) The Planning Department shall not revoke an operating permit before giving the person or business a fair hearing before the Swinomish Planning Commission.

[History] Ord. 179 (9/30/03), Ord. 36 (2/1/77).

19-02.080 Due Process and Appellate Procedure.

Due process requirements and appellate procedure as provided in this Code, especially Chapter 3-02, Rules of Civil Procedure, and Chapter 3-04, Rules of Appellate Procedure,

shall govern in all instances, cases, or controversies arising under this Chapter. Due Process and appellate procedure provisions in the NWAPA regulations are specifically excluded and not incorporated by reference in this Chapter.

[History] Ord. 179 (9/30/03), Ord. 36 (2/1/77).

19-02.090 Enforcement.

- (A) Authority to implement and enforce the NWAPA regulations referred to in Section 19-02.040(A) above within the Reservation remains entirely with the Planning Commission and the Senate. Provisions within the NWAPA Regulations regarding alternative enforcement by State officials or by any other official are specifically excluded and not incorporated by reference in this Chapter.
- (B) Violations of this Chapter shall be enforced in Tribal Court to the maximum extent permitted by law.

[History] Ord. 179 (9/30/03), Ord. 36 (2/1/77).

19-02.100 Penalties.

- (A) Violations of this Chapter shall be a civil offense punishable by the following:
 - (1) A fine not to exceed \$1000 per offense, per day;
 - (2) Costs of enforcement, including court costs;
 - (3) Costs of remediation; and
 - (4) A sum of money equal in value to the benefit the violator obtained by violating the terms of this Chapter.
- (B) Violations of this Chapter are subject to an injunction from tribal court.

[History] Ord. 179 (9/30/03), Ord. 36 (2/1/77).

19-02.110 Civil Action.

Any person injured by a violation of any provision of this Chapter shall have a cause of action for damages in Tribal Court.

[History] Ord. 179 (9/30/03); Ord. 36 (2/1/77).

Subchapter II – Burn Permits

19-02.120 Outdoor Burn Permits Required.

- (A) Any person who lights or maintains an outdoor fire with a maximum diameter greater than four (4) feet within the exterior boundaries of the Swinomish Indian Reservation shall first obtain an outdoor burn permit from the Planning Department.
- (B) The requirement to obtain an outdoor burn permit pursuant to Section 19-02.120(A) shall not apply to:
 - (1) A fire lit and maintained for tribally recognized spiritual or cultural purposes; or
 - (2) Reasonably sized outdoor barbeque pits used to cook food or other reasonably contained outdoor fires used to cook food.

[History] Ord. 179 (9/30/03).

19-02.130 Fees.

- (A) The Planning Department may charge applicants a reasonable fee for an outdoor burn permit.
- (B) The Planning Department shall publish the fee for an outdoor burn permit on a fee schedule marked and designated as such and placed on file in the Planning Department and made available for public inspection.

[History] Ord. 179 (9/30/03)).

19-02.140 Prohibited Materials.

- (A) The following material shall not be burned outdoors: garbage, dead animals, asphalt, petroleum products, paints, rubber products, plastics, paper or cardboard (other than what is necessary to start a fire), treated wood, construction/demolition debris, metal, or any substance other than natural vegetation.
- (B) No outdoor fire may contain material that has been hauled from another site, except as specifically allowed by an outdoor burn permit issued by the Planning Department.
- (C) Fire fighting instruction fires and other outdoor fires necessary to protect public health and safety may burn a limited quantity of prohibited materials if

specifically allowed by an outdoor burn permit issued by the Planning Department.

[History] Ord. 179 (9/30/03).

19-02.150 Fire Safety.

- (A) No person shall light or maintain a fire unless he or she has placed equipment near the fire that is capable of extinguishing the fire. The equipment and a person who knows how to use it must remain within reasonable proximity to the fire at all times.
- (B) No permittee shall leave a fire unattended until it is fully extinguished.
- (C) No fires are permitted within one hundred (100) feet of a structure.

[History] Ord. 179 (9/30/03).

19-02.160 Burn Ban.

- (A) During episodes or periods of impaired air quality or high fire danger, the Planning Department may declare a "burn ban."
- (B) No person shall light or maintain an outdoor fire during a burn ban. In the event that a fire has been lit prior to the declaration of a burn ban, the permittee for an outdoor fire must extinguish the fire promptly upon the Planning Department declaring a burn ban.
- (C) The Planning Department shall provide notice of a burn ban by placing a sign by the side of each road that provides access to the Reservation and by posting written notice in appropriate locations.
- (D) The following exceptions to Section 19-02.160(B) shall apply:
 - (1) During a burn ban, the Planning Department may allow continued burning under an existing permit only if it determines that continued burning under the existing permit is safe and appropriate and so informs the permittee in writing.
 - (2) During a burn ban, the Planning Department may allow outdoor fires for cooking or other recreational use in approved fire rings, or other reasonably contained fires, provided that the burning is safe and appropriate under the circumstances.
 - (3) During a burn ban, the Planning Department may allow outdoor burning for spiritual and cultural purposes if it determines that the outdoor burning is safe and appropriate.

[History] Ord. 179 (9/30/03).

19-02.170 Carbon Monoxide or PM-10.

No person shall light or maintain an outdoor fire within the exterior boundaries of the Reservation that exceeds tribal ambient air quality standards for carbon monoxide or PM-10 as established in Section 19-02.040.

[History] Ord. 179 (9/30/03).

19-02.180 Nuisance.

- (A) Under no circumstances shall a person shall light or maintain an outdoor fire that causes an emission of smoke or any other air contaminant that is detrimental to the health, safety, or welfare of any person, that causes damage to property or business, or that causes a nuisance.
- (B) Section 19-02.170(A) applies to all persons or businesses regardless of whether they are required to obtain an outdoor burn permit issued pursuant to the terms of this Chapter.

[History] Ord. 179 (9/30/03).

19-02.190 Slash Burns.

Outdoor burn permits for purposes of land clearing and slash disposal shall meet additional requirements for the protection of air quality, public health and safety. A list of standard requirements for such permits shall be available in the Planning Department and may be modified from time to time.

[History] Ord. 179 (9/30/03).

Subchapter III – Repealer and Severability

19-02.200 Repealer.

This Chapter repeals and supersedes Ordinance 36.

[History] Ord. 179 (9/30/03).

19-02. 210 Severability.

The provisions of this Chapter are severable. If a court of competent jurisdiction invalidates any provision of this Chapter, the remaining provisions shall remain in effect.

[History] Ord. 179 (9/30/03), Ord. 36 (2/1/77).

19-02.220 Effective Date.

This Chapter shall become effective immediately upon enactment.

[History] Ord. 179 (9/30/03).

COPY

6. My agent shall be paid no compensation for services pursuant to this Power of Attorney.

7. This Power of Attorney shall be governed by the laws of the State of Washington.

122 1054

In Witness Whereof, I have signed this Power of Attorney of my own free will.


Principal's Signature

4/25/03
Date

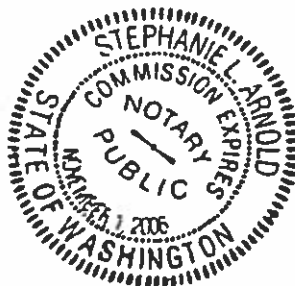
Agreed to and Accepted by 

Agent's Signature

April 25, 03
Date

Subscribed and sworn to before me on this 25 day of April,
2003


Notary



COPY

POWER OF ATTORNEY

122 1054

1. I, [REDACTED] (Principal's Name)
[REDACTED] (Principal's Address),
being of sound mind and legal capacity, do hereby appoint [REDACTED] (Agent's Name)
[REDACTED] (Agent's Address),
as my true and lawful attorney in fact, to act for me in my name, place, and stead, and
on my behalf to do and perform the following:

Perform every act necessary and requisite to assist in the leasing of property described as:

[REDACTED] of Section 3 Township 33 North, Range 2 East, Willamette Meridian, Skagit County,
Washington. Located on the Swinomish Indian Reservation.

2. The following property, interests, or rights shall be subject to this Power of Attorney:

Limited to Trust Parcel [REDACTED] appt Zalsiluce containing 10.85 acres, more or less.

To execute in the name and behalf of the undersigned, all leases, assignments, subleases, modifications, cancellations, or other documents, which may be required by law or regulation to lease the within described property, granting to said Attorney-in-Fact full power of substitution and revocation, hereby satisfying and confirming all that said Attorney-in-Fact shall lawfully do or cause to be done by virtue hereof. It is expressly agreed and understood that all leases shall provide that rental payments shall be made payable to the Bureau of Indian Affairs, for proper credit to the lessors.

3. This Power of Attorney shall be effective on the date of April 25, 03

4. This Power of Attorney shall remain in effect in the event that I should become or be declared disabled, incapacitated, or incompetent.

5. This Power of Attorney shall terminate on the date of April 25, 03, 2013, unless I have revoked it sooner. I may revoke this Power of Attorney at any time subject to written Notice of Revocation to the Superintendent of the Puget Sound Agency. The Notice of Revocation must be signed, witnessed, and notarized and include a copy of the Power of Attorney and sent to:

Ms. Judith R. Joseph, Superintendent
United States Department of the Interior
Bureau of Indian Affairs
Puget Sound Agency
2707 Colby Avenue, Suite 1101
Everett, Washington 98201

COPY

6. My agent shall be paid no compensation for services pursuant to this Power of Attorney.

7. This Power of Attorney shall be governed by the laws of the State of Washington.

122 1054

In Witness Whereof, I have signed this Power of Attorney of my own free will.

Principal's Signature

Date

April 25th, 03

Agreed to and Accepted by

Agent's Signature

Date

April 25, 03

Subscribed and sworn to before me on this
2003

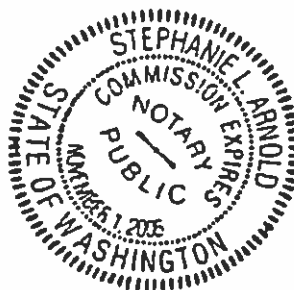
25th

day of

April

Notary

Stephanie L. Arnold



COPY

POWER OF ATTORNEY

122 1054

1. I, [REDACTED] (Principal's Name)
[REDACTED] (Principal's Address),
being of sound mind and legal capacity, do hereby appoint [REDACTED] (Agent's Name)
[REDACTED] (Agent's Address),
as my true and lawful attorney in fact, to act for me in my name, place, and stead, and
on my behalf to do and perform the following:

Perform every act necessary and requisite to assist in the leasing of property described as:

[REDACTED] of Section 3 Township 33 North, Range 2 East, Willamette Meridian, Skagit County,
Washington. Located on the Swinomish Indian Reservation.

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Ms. Judith R. Joseph, Superintendent
United States Department of the Interior
Bureau of Indian Affairs
Puget Sound Agency
2707 Colby Avenue, Suite 1101
Everett, Washington 98201

COPY

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122 1054

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Principal's Signature

4/25/03
Date

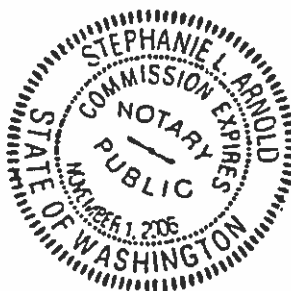
Agreed to and Accepted by 


Agent's Signature

April 25, 03
Date

Subscribed and sworn to before me on this 25th day of April,
2003.

Step D. Arnold
Notary



Admin Fee: \$103.00
Rent: \$4900
Bond: \$4900

122 1054

[REDACTED]

(360) 466-2239
Approximately 1.4%

Current Delegation Authority:

Approved pursuant to 209 DM 8, 230
DM 1, 3 IAM 4, and Northwest Regional
Office 10 BIAM Bulletin No. 301 Addendum
to 10 BIAM 12, Bulletin 9901.

Approved: 12/3/03

Judith K. Joseph
Superintendent, Puget Sound Agency

RECEIVED
B.L.A. - HWRO
LAND TILES & RECORDS

2004 JAN 12 AM 9:00



United States Department of the Interior



Bureau of Indian Affairs
Puget Sound Agency
2707 Colby Ave. - Suite 1101
Everett, Washington 98201-3665
(425) 258-2651

July 3rd, 2002

[REDACTED]
[REDACTED]
[REDACTED]

Re: NOTICE OF RENTAL ADJUSTMENT/LEASE NO. 9605 96-21

Dear [REDACTED],

Provision No. 7 of your 25 year lease states that, "All leases which are granted for a term of more than five years shall be subject to review and an adjustment at not less than five year intervals in accordance with 25 CFR Part 162. Your current anniversary date is April 10th.

Your rent for Lease No. 9605 96-21 covering [REDACTED] of the Capet Zalsiluce Waterfront Tracts has been adjusted to \$3060. With a \$10 per year Tidelands Fee, your net adjusted rent is \$3070. Your Performance Bond or Assignment of Savings Account will need to be increased to \$3070 to cover the adjusted rent. Forms for increasing the Assignment are attached and should be taken to your banking firm for completion with the original form returned to the Puget Sound Agency if you choose that option over a Performance Bond.

With this adjustment notice, please forward \$1200 in the form of a Cashiers Check or Money Order made out to the Bureau of Indian Affairs. This difference represents the net rent figure owed taking into account a payment of \$1870 that was paid in early April. Your payment should be sent to the Puget Sound Agency in Everett, Washington in the next 2 weeks. In regular circumstances, your rental payment would be due on or before the anniversary date of your lease (April 10th).

The rental adjustment decision may be appealed to the Portland Regional Director, BIA, 911 NE 11th Avenue, Portland, OR 97232-4169 in accordance with the regulations in 25 CFR Part 2 (copy enclosed). Your notice of appeal must be filed in the Office of the Superintendent of this Agency within 30 days of the date you receive this decision. The date of filing your notice of appeal is the date it is postmarked or the date it is personally delivered to this office. Your notice of appeal must include your name,

address, and telephone number. It should clearly identify the decision being appealed. If possible, attach a copy of this decision. The notice and the envelope in which it is mailed should be clearly labeled "Notice of Appeal". Your notice of appeal must list the names and addresses of the interested parties known to you and certify that you have sent them copies of the notice. You must also send a copy of your notice of appeal to the Regional Director, at the address given above.

You may include a statement of reasons with your notice of appeal, explaining why you believe the decision being appealed is in error. If you do not include your statement of reasons with your notice of appeal, you must mail or deliver it to this office within 30 days after you file your notice of appeal. The statement of reasons and the envelope in which it is mailed should be clearly labeled "Statement of Reasons". It must be accompanied by or otherwise incorporate all supporting documents. You must send copies of your statement of reasons to all interested parties.

If no appeal is timely filed, this decision will become final for the Department of the Interior at the expiration of the appeal period. No extension of time may be granted for filing a notice of appeal.

Should you decide to appeal the rental adjustment, the Bureau of Indian Affairs should receive your previous rent of \$1870 until a decision can be made concerning your appeal. That amount was paid in early April 2002.

If you have a question concerning this letter please contact the Agency Leasing Specialist at 425 258-2651 ext. 246.

Sincerely,



ACTING Judith R. Joseph
Superintendent

122

354

5-5445
10-61

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

Fee:

LEASE

Allotment No. [REDACTED]

Lease No. 9605 96-21

PUGET SOUND Indian Agency

Contract No. [REDACTED]

THIS CONTRACT, made and entered into this 16th day of May, A.D. 1996, by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians) hereinafter called the "lessor," and [REDACTED]

[REDACTED] of [REDACTED] hereinafter called the "lessee" in accordance with the provisions of existing law and the regulations (25 CFR 162) which by reference are made a part hereof.

WITNESSETH, That for and in consideration of the rents, covenants, and agreements hereinafter provided, the lessor hereby lets and leases unto the lessee the land and premises described as follows, to wit:

[REDACTED] of Capet Zalsiluce Waterfront Tracts within Govt lot 1, Sec. 3, Twn. 33N., Rge. 2E., W.M., Skagit County, WA

containing .15 acres, more or less, for the term of 25 years, beginning on the 10th day of April, 1996, to be used only for the following purposes: homesite and recreational

The lessee, in consideration of the foregoing, covenants and agrees, as rental for the land and premises, to pay:

TO—	DATE DUE	AMOUNT
Bureau of Indian Affairs	4/10/96 and on or before	\$1,870.00*per
For the Lessors	the successive anniversaries	annum. Subjec
	of the beginning date of the	to Prov. 7 of
	term of this lease.	the lease.
		*Trust ptn only

NOTE: IT HAS BEEN DETERMINED THAT LEASING LAND WILL HAVE NO SIGNIFICANT IMPACT ON THE SURROUNDING ENVIRONMENT.

In the event of the death of any of the owners to whom, under the terms of this lease, rentals are to be paid direct, all rentals remaining due and payable shall be paid to the official of the Bureau of Indian Affairs having jurisdiction over the leased premises. This provision is applicable only while the leased premises are in trust or restricted status.

While the leased premises are in trust or restricted status, the Secretary may in his discretion, and upon notice to the lessee, suspend the direct rental payment provisions of this lease in which event the rentals shall be paid to the official of the Bureau of Indian Affairs having jurisdiction over the leased premises.

NOV - 4 1997

SWINOMISH WATERFRONT LOTS

SUPPLEMENTAL SHEET

14. It is understood and agreed that this lease is subject to existing and future rights-of-way granted by the lessor.
15. It is understood and agreed that the lessee shall submit by mail to the Tribal Planning Commission, Box 416, LaConner WA 98257, plans and specifications for any proposed improvements. The Tribal Planning Commission will establish the conditions for improvements and issue a building permit if the Planning commission so rules.
16. It is understood and agreed that it shall be the Lessee's responsibility to ascertain any improvements, including landscaping constructed on the leased premises are within the lot boundary lines. In the event the Lessee violates this provision, he shall be liable for all costs incurred in moving said improvements.
17. It is understood and agreed that any improvements owned by the Lessee may be removed by him at any time within sixty (60) days after the expiration or termination of this lease. In the event the improvements are not removed within the specified sixty (60) day period, they shall become the property of the Lessor. The Lessee shall restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Lessee has no control excepted. It is further understood and agreed that if the Superintendent finds there is damage to the Lessors property, once this lease expires: the lessee is obligated to pay such amount as appraised by the Superintendent.
18. It is a condition of this lease that the Lessee shall faithfully comply with all ordinances or resolutions, as approved by the Secretary of the Interior, enacted by the tribal governing body of the particular reservation, relating to the use of the above described premises.
19. Liens, Taxes, Assessments, Utility Charges--Lessee shall not permit to be enforced against the leased premises or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee, and Lessee shall discharge or post bond against all such liens before any action is brought to enforce same. Lessee shall pay, when and as the same become due and payable all taxes, assessments, licenses, fees and other like charges levied during the term of this lease upon or against the leased land, all interests therein and property thereon. Lessee shall also promptly pay all taxes, assessments, license fees and other like charges levied against the Lessee by the Tribe during the term of this lease. Upon written request, the Lessee shall furnish to the Secretary written evidence, duly certified, that any and all taxes required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any claim, asserted tax, or assessment against the property by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless the Lessor, the Secretary and the leased premises and all interests therein and improvements thereon from any and all claims, taxes, assessments and like charges and from any lien therefore or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by the Lessee. Lessee shall hold harmless the Lessor for all charges for water, sewage, gas, electricity, telephone, and other utility services supplied to said premises as they become due.
20. It is understood and agreed that this lease includes beach privileges, for recreational uses only and no improvements shall be built upon the tidelands without the written permission of the Swinomish Tribe. There is reserved to the Swinomish Indian Tribal Community, and to it's members, the right to use or cross said tidelands at any time. The Lessee does not have the right to dig clams or harvest oysters on the tidelands.
21. That the Lessee is authorized to encumber his leasehold interest in the premises for the purpose of borrowing capital for the development and improvement of the leased premises. The encumbrance instrument must be approved by the Secretary. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser, he may assign the leasehold without the approval of the Secretary or the consent of the other parties to the lease, provided: however, that the assignee accepts and agrees in writing to be bound by all the terms and conditions of the lease. If the purchaser is an party other than the encumbrancer, approval by the Secretary of any assignment will be bound by the terms of the lease and will assume in writing all obligations thereunder.
22. Septic and water systems shall meet Tribal standards which are the same as those administered by Skagit County Health Department.

123

854

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this

day of 11-2-97

Witnesses (two to each signature):

X Danny K. Hudson

P. O. _____

[Redacted]

[Redacted]

Lessor.

X Danny K. Hudson

P. O. _____

[Redacted]

[Redacted]

Lessor.

Mark W. Lee Jr

P. O. _____

[Redacted]

[Redacted]

Lessor.

P. O. Dorey Boone

[Redacted]

[Redacted]

Lessor.

P. O. _____

Lessor.

P. O. _____

Lessor.

P. O. _____

Lessor.

P. O. _____

Lessor.

P. O. _____

Lessor.

P. O. _____

Approved November 4, 1997

W. Sampson
Puget Sound Agency Realty
Bill O'Shea
Superintendent,
Puget Sound Agency

Lessor.

Approving Official

122

854

CERTIFICATION

THIS IS TO CERTIFY THAT the attached Lease Agreement
is in conformity with existing laws and regulations. All realty records have been
checked as to the description, ownership and proper identification of
[REDACTED] Robert Zalsilice and conformity extends to include all supporting
documents and other materials as may be specified and required in the Code of
Federal Regulations.

YMSampson
Realty Staff

Approved NOV - 4 1997

Jill. A. Blaw
SUPERINTENDENT, Puget Sound Agency

122

854

Exhibit "A"**Trail to Beach for Beach Privileges:**

As previously allowed by lease agreements, access to the beach is allowed by a path on the south twenty feet of lot [REDACTED]. This path is private, not public, and will be maintained for use by the lessee of [REDACTED].

Rental Adjustment:

Should the current rental adjustment appeals conclude with a ruling directing the BIA to change its rental adjustment methodology, then the rent at [REDACTED] would be adjusted according to this ruling, at the request of the Lessee. [This condition has already received verbal concurrence from BIA officials and landowner's representatives.] Lessee will receive credit for any overpayment against future rent(s) due and assignments. In addition, new lease forms will be made available for Lessee at the adjusted rental rate.

[REDACTED]
Lessee

[REDACTED]
Lessor

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

Lease: \$5280.00

Bond: \$5280.00

Admin. Fee: \$ 158.00

LEASE

Allotment: [REDACTED]
Capet Zalsiluce

Puget Sound Agency

Lease # 8685 05-55

THIS CONTRACT, made and entered on this...13th...day of...June...A.D. 2005, by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians) hereinafter called the "landowner" and:

[REDACTED]
[REDACTED]
[REDACTED]

hereinafter called the "lessee" in accordance with the provision of existing law and the regulations (25 CFR 162) which by reference are made a part hereof.

WITNESSETH, That for and in consideration of the rents, covenants and agreements hereinafter provided, the lessor hereby lets and leases unto the lessee the land and premises described as follows, to wit:

[REDACTED] of the Capet Zalsiluce Waterfront Home Sites, within Government Lot 1, Section 3, Township 33 North, Range 2 East, W.M., Skagit County, Washington on the Swinomish Indian Reservation. EXCEPT 891 SQUARE FEET CONCEDED TO [REDACTED] OF THE CAPET ZALSILUCE WATERFRONT TRACTS BY APPROVED TRIBAL LOT LINE ADJUSTMENT JUNE 09, 2005.

containing146.....acres, more or less, for the term of ..50...years, beginning on the ...13th.....day ofJune.. 2005....., to be used only for the following purposes:

Home Site & Recreation

The lessee, in consideration of the foregoing, covenants and agrees, as rental for the land and premises to pay:

TO	DATE DUE	AMOUNT
.....BUREAU OF INDIAN AFFAIRS.....	June 13 th AND UPON.....	**...\$5,280.00...PER YEAR
.....FOR THE LESSORS.....	.....EACH SUCCESSIVE ANNIVERSARY.....	.....SUBJECT TO.....
.....	.....DATE OF THE LEASE THEREOF.....	.....PROVISION #7 OF THE
.....	.....FOR THE TERM OF THE EASE.....	.....LEASE.....
.....	.....	.....+ \$10 Tideland fee.....

*THE LEASE IS SUBJECT TO A LOT LINE ADJUSTMENT, ADJUSTING THE NORTH SIDE OF THE PROPERTY TO BE APPROVED BY THE SWINOMISH TRIBE.

** NOTE: THE LEASE IS SUBJECT TO RENTAL ADJUSTMENT AND WILL BE ADJUSTED AS SOON AS AN APPRAISAL IS RECEIVED FROM THE OFFICE OF SPECIAL TRUSTEE.

*** NOTE: IT HAS BEEN DETERMINED THAT LEASING THIS LAND WILL HAVE NO SIGNIFICANT IMPACT ON THE SURROUNDING ENVIRONMENT.

.....Lease payments are due on or before the due date, if not paid in full a late fee of 18% will be charged until paid in full. PAYMENT IS TO BE MADE IN THE FORM OF A CASHIERS CHECK OR MONEY ORDER ONLY, PERSONAL CHECKS ARE NOT ACCEPTABLE.

This lease is subject to the following provisions:

1. "Secretary" as used herein means the Secretary of the Interior or his authorized representative.
2. Improvements - Unless otherwise provided herein, it is understood and agreed that any building or other improvements placed upon the said land by the lessee become the property of the lessor upon termination or expiration of this lease.
3. Unlawful Conduct - The lessee agrees that he or she will not use or cause to be used any part of said premises for any unlawful conduct of purpose.
4. Subleases of Assignments - Unless otherwise provided herein, a sublease, assignment or amendment of this lease may be made only with the approval of the Secretary and written consent of all parties to this lease, including the surety or sureties.
5. Interest - It is understood that any payment not made by the anniversary date of said lease shall accrue interest at the rate of 18% until payment is made in full.
6. Relinquishment of Supervision By The Secretary - Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The owners of the land and the lessee and surety of sureties shall be notified by the Secretary of any such change in the status of the land.
7. Rental Adjustment - The rental provisions in all leases which are granted for a term of more than five (5) years and which are not based primarily on percentages of income produced by the land shall be subject to review and adjustment by the Secretary at not less than five-year intervals in accordance with the regulations in 25 CFR 162. Such review shall give consideration to the economic conditions at the time, exclusive of improvements or development required by the contract or the contribution value of such improvements.
8. Interest of Member of Congress - No Member of, Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise here from, but this provision shall not be construed to extend to

this contract if made with a corporation of company for its general benefit.

9. Violators of Lease - It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations of 25 CFR 162. Lessee will be charged \$15.00 for any and all notice of violations given by the Bureau of Indian Affairs.
10. Assent Not Waiver Of Future Breach Of Covenants - No assent, express or implied, to any breach of any of the lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.
11. Upon Whom Binding - It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon their heirs, assigns, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of the lessee's obligations under this lease, and the obligations under this lease, and the obligations of its sureties, are to the United States as well as to the owner(s) of the land.
12. Approval - It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary.
13. Additions - Prior to execution of this lease, provision(s) Number(s) 34-77 has (have) been added hereto and by reference is (are) made a part of hereof.

SWINOMISH WATERFRONT LOTS

SUPPLEMENTAL SHEET

14. It is understood and agreed that this lease is subject to existing and future rights-of-way gramed by the lessor.
15. It is understood and agreed that the lessee shall submit by mail to the Tribal Planning Commission, Box 416, LaConner WA 98257, plans and specifications for any proposed improvements. The Tribal Planning Commission will establish the conditions for improvements and issue a building permit if the Planning commission so rules.
16. It is understood and agreed that it shall be the Lessee's responsibility to ascertain any improvements, including landscaping constructed on the leased premises are within the lot boundary lines. In the event the Lessee violates this provision, he shall be liable for all costs incurred in moving said improvements.
17. ~~It is understood and agreed that any improvements owned by the Lessee may be removed by him at any time within sixty (60) days after the expiration or termination of this lease. In the event the improvements are not removed within the specified sixty (60) day period, they shall become the property of the Lessor. The Lessee shall restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Lessee has no control excepted. It is further understood and agreed that if the Superintendent finds there is damage to the Lessors property, once this lease expires; the lessee is obligated to pay such amount as appraised by the Superintendent.~~
18. ~~It is a condition of this lease that the Lessee shall faithfully comply with all ordinances or resolutions, as approved by the Secretary of the Interior, enacted by the tribal governing body of the particular reservation, relating to the use of the above described premises.~~
19. Liens, Taxes, Assessments, Utility Charges--Lessee shall not permit to be enforced against the leased premises or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee, and Lessee shall discharge or post bond against all such liens before any action is brought to enforce same. Lessee shall pay, when and as the same become due and payable all taxes, assessments, licenses, fees and other like charges levied during the term of this lease upon or against the leased land, all interests therein and property thereon. Lessee shall also promptly pay all taxes, assessments, license fees and other like charges levied against the Lessee by the Tribe during the term of this lease. Upon written request, the Lessee shall furnish to the Secretary written evidence, duly certified, that any and all taxes required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any claim, asserted tax, or assessment against the property by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless the Lessor, the Secretary and the leased premises and all interests therein and improvements thereon from any and all claims, taxes, assessments and like charges and from any lien therefore or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by the Lessee. Lessee shall hold harmless the Lessor for all charges for water, sewage, gas, electricity, telephone, and other utility services supplied to said premises as they become due.
20. It is understood and agreed that this lease includes beach privileges, for recreational uses only and no improvements shall be built upon the tidelands without the written permission of the Swinomish Tribe. There is reserved to the Swinomish Indian Tribal Community, and to it's members, the right to use or cross said tidelands at any time. The Lessee does not have the right to dig clams or harvest oysters on the tidelands.
21. That the Lessee is authorized to encumber his leasehold interest in the premises for the purpose of borrowing capital for the development and improvement of the leased premises. The encumbrance instrument must be approved by the Secretary. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser, he may assign the leasehold without the approval of the Secretary or the consent of the other parties to the lease, provided; however, that the assignee accepts and agrees in writing to be bound by all the terms and conditions of the lease. If the purchaser is an party other than the encumbrancer, approval by the Secretary of any assignment will be bound by the terms of the lease and will assume in writing all obligations thereunder.
22. Septic and water systems shall meet Tribal standards which are the same as those administered by Skagit County Health Department.

I agree to these terms and conditions.

[REDACTED]

[REDACTED]

[REDACTED]

Power of Attorney
For Ownership Percentage 0.2223706

[REDACTED]

Power of Attorney
[REDACTED]

[REDACTED]

Power of Attorney
For Ownership Percentage .21743548

[REDACTED]

Power of Attorney
Ownership Percentage 0.2110723

Approved pursuant to 209 DM 8, 230 dm1, 3 IAM 4, 4a and 25 CFR Part 162.

Superintendent, Puget Sound Agency

Date Approved

S-5445
10-61U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRSFee: Lease: \$6240
Bond: \$6240
Admin. Fee: \$117.40

LEASE

Capet Zalsiluce

Allotment No. [REDACTED]

Lease No. 7507 02-07

Contract No. [REDACTED]

PUGET SOUND Indian Agency

THIS CONTRACT, made and entered into this _____ day of _____, A.D. 19_____,
by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians)
hereinafter called the "lessor," and _____

_____ of _____
hereinafter called the "lessee" in accordance with the provisions of existing
law and the regulations (25 CFR 162) which by reference are made a part hereof.

WITNESSETH, That for and in consideration of the rents, covenants, and agreements hereinafter provided, the lessor
hereby lets and leases unto the lessee the land and premises described as follows, to wit:

[REDACTED] of the Capet Zalsiluce Waterfront Tracts within Govn't Lot 1 Sec. 3

Township 33 North, Range 2 East, Willamette Meridian, Skagit Co. Washington

Swinomish Reservation

containing .15 _____ acres, more or less, for a term of 5 years, beginning on the 1st

of August, 2002, to be used only for the following purposes:

Recreational Summer Homesite

The lessee, in consideration of the foregoing, covenants and agrees, as rental for the land and premises, to pay:

TO— Cashier's Check or Money Order DATE DUE Every August 1st AMOUNT \$6240

Made Out To The Bureau of Indian

On or before that date

Affairs.

Payment due without demand.

Note: It has been determined that leasing this land will have no significant
impact on the surrounding environment.

In the event of the death of any of the owners to whom, under the terms of this lease, rentals are to be paid direct, all
rentals remaining due and payable shall be paid to the official of the Bureau of Indian Affairs having jurisdiction over the
leased premises. This provision is applicable only while the leased premises are in trust or restricted status.

While the leased premises are in trust or restricted status, the Secretary may in his discretion, and upon notice to the
lessee, suspend the direct rental payment provisions of this lease in which event the rentals shall be paid to the official of the
Bureau of Indian Affairs having jurisdiction over the leased premises.

This lease is subject to the following provisions:

1. **"SECRETARY"** as used herein means the Secretary of the Interior or his authorized representative.

2. **IMPROVEMENTS** - Unless otherwise provided herein, it is understood and agreed that any buildings or other improvements placed upon the said land by the lessee become the property of the lessor upon termination or expiration of this lease.

3. **UNLAWFUL CONDUCT** - The lessee agrees that he will not use or cause to be used any part of said premises for any unlawful conduct or purpose.

4. **SUBLEASES OR ASSIGNMENTS** - Unless otherwise provided herein, a sublease, assignment or amendment of this lease may be made only with the approval of the Secretary and written consent of all parties to this lease, including the surety or sureties.

5. **INTEREST** - It is understood and agreed between the parties hereto that, if any installment of rental is not paid within 30 days after becoming due, interest at the rate of 18 percent per annum will become due and payable from the date such rental became due and will run until said rental is paid.

6. **RELINQUISHMENT OF SUPERVISION BY THE SECRETARY** - Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The owners of the land and the lessee and his surety or sureties shall be notified by the Secretary of any such change in the status of the land.

7. **RENTAL ADJUSTMENT** - The rental provisions in all leases which are granted for a term of more than five (5) years and which are not based primarily on percentages of income produced by the land shall be

subject to review and adjustment by the Secretary at not less than five-year intervals in accordance with the regulations in 25 CFR 162. Such review shall give consideration to the economic conditions at the time, exclusive of improvements or development required by this contract or the contribution value of such improvements.

8. **INTEREST OF MEMBER OF CONGRESS** - No Member of, or Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

9. **VIOLATIONS OF LEASE** - It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations of 25 CFR 162.

10. **ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS** - No assent, express or implied, to any breach of any of the lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

11. **UPON WHOM BINDING** - It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of the lessee's obligations under this lease, and the obligations of its sureties, are to the United States as well as to the owner(s) of the land.

12. **APPROVAL** - It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary.

13. **ADDITIONS** - Prior to execution of this lease, provision(s) number(s) 14-27 has (have) been added hereto and by reference is (are) made a part hereof.

SWINOMISH WATERFRONT LOTS

SUPPLEMENTAL SHEET

14. It is understood and agreed that this lease is subject to existing and future rights-of-way granted by the lessor.
15. It is understood and agreed that the lessee shall submit by mail to the Tribal Planning Commission, Box 416, LaConner WA. 98257, plans and specifications for any proposed improvements. The Tribal Planning Commission will establish the conditions for improvements and issue a building permit if the Planning commission so rules.
16. It is understood and agreed that it shall be the Lessee's responsibility to ascertain any improvements, including landscaping constructed on the leased premises are within the lot boundary lines. In the event the Lessee violates this provision, he shall be liable for all costs incurred in moving said improvements.
17. It is understood and agreed that any improvements owned by the Lessee may be removed by him at any time within sixty (60) days after the expiration or termination of this lease. In the event the improvements are not removed within the specified sixty (60) day period, they shall become the property of the Lessor. The Lessee shall restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Lessee has no control excepted. It is further understood and agreed that if the Superintendent finds there is damage to the Lessors property, once this lease expires; the lessee is obligated to pay such amount as appraised by the Superintendent.
18. It is a condition of this lease that the Lessee shall faithfully comply with all ordinances or resolutions, as approved by the Secretary of the Interior, enacted by the tribal governing body of the particular reservation, relating to the use of the above described premises.
19. Liens, Taxes, Assessments, Utility Charges--Lessee shall not permit to be enforced against the leased premises or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee, and Lessee shall discharge or post bond against all such liens before any action is brought to enforce same. Lessee shall pay, when and as the same become due and payable all taxes, assessments, licenses, fees and other like charges levied during the term of this lease upon or against the leased land, all interests therein and property thereon. Lessee shall also promptly pay all taxes, assessments, license fees and other like charges levied against the Lessee by the Tribe during the term of this lease. Upon written request, the Lessee shall furnish to the Secretary written evidence, duly certified, that any and all taxes required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any claim, asserted tax, or assessment against the property by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless the Lessor, the Secretary and the leased premises and all interests therein and improvements thereon from any and all claims, taxes, assessments and like charges and from any lien therefore or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by the Lessee. Lessee shall hold harmless the Lessor for all charges for water, sewage, gas, electricity, telephone, and other utility services supplied to said premises as they become due.
20. It is understood and agreed that this lease includes beach privileges, for recreational uses only and no improvements shall be built upon the tidelands without the written permission of the Swinomish Tribe. There is reserved to the Swinomish Indian Tribal Community, and to it's members, the right to use or cross said tidelands at any time. The Lessee does not have the right to dig clams or harvest oysters on the tidelands.
21. That the Lessee is authorized to encumber his leasehold interest in the premises for the purpose of borrowing capital for the development and improvement of the leased premises. The encumbrance instrument must be approved by the Secretary. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser, he may assign the leasehold without the approval of the Secretary or the consent of the other parties to the lease, provided; however, that the assignee accepts and agrees in writing to be bound by all the terms and conditions of the lease. If the purchaser is an party other than the encumbrancer, approval by the Secretary of any assignment will be bound by the terms of the lease and will assume in writing all obligations thereunder.
22. Septic and water systems shall meet Tribal standards which are the same as those administered by Skagit County Health Department.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this
_____ day of _____.

Witnesses (two to each signature):

Edward S. Bellugi
Lynn J. Bellugi

[Redacted]
[Redacted] Lessee

Edward S. Bellugi
Lynn J. Bellugi

[Redacted]
[Redacted] Lessee

[Redacted] Lessor

Theresa M. [Redacted]
[Redacted]

[Redacted]
[Redacted] Lessor

[Redacted] Lessor

Realty Staff, Puget Sound Agency

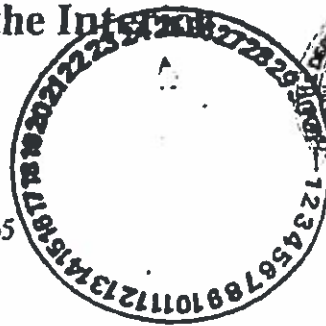
Approved _____

Superintendent, Puget Sound Agency



United States Department of the Interior

Bureau of Indian Affairs
Puget Sound Agency
2707 Colby Ave. - Suite 1101
Everett, Washington 98201-3665
(425) 258-2651



March 4th, 2002

COPY

[REDACTED]

Dear [REDACTED]

Enclosed is a copy of your newly drafted 25 + 25 year lease for [REDACTED] of the Capet Zalsiluce Waterfront Tracts.

Please review the lease so that we might discuss its provisions in greater detail.

Although this lot does not have a current appraisal, an interim lease rate of \$3060 is offered by the Trust Landowners until a Fair Annual Rent appraisal can be secured (likely 60 - 90 days). If the Fair Annual Rent by appraisal is higher, you will be required to pay that difference in rent. If the Fair Annual Rent determined by appraisal is lower, you will be credited the difference.

When you've had an opportunity to review the lease, please contact Leasing Specialist Ms. Leora Circle at 425 258-2651 ext. 266 or Agency Realty Officer, Stewart Jones at ext. 247.

Sincerely,

Judith R. Joseph
Acting Superintendent

2002
50-100-1000
45-100-1000

5-5445
10-61

Fee: \$66.20
Lease: \$3060
Bond: \$3060

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

LEASE

Puget Sound Indian Agency

Allotment No. [REDACTED]
Lease No. 8609-02-27
Contract No. [REDACTED]

THIS CONTRACT made and entered on this 15th day of March 20 02 by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians) hereinafter called the "lessor" and [REDACTED] hereinafter 98274 called the "lessee" in accordance with the provision of existing law and the regulations (25 CFR 162) which by reference are made a part hereof.

WITNESSETH. That for and in consideration of the rents, covenants and agreements hereinafter provided, the lessor hereby lets and lease unto the lessee the land and premises described as follows, to wit:

[REDACTED] Capet Zalsiluce Waterfront Tracts, within Govnt. Lot 1, Section 3, Township 33 North, Range 2 East, Willamette Meridian, Skagit County, WA (Swinomish Reservation) containing 15 acres, more or less, for the term of 25+25 years, beginning on the 15th day of March 20 02 to be used only for the following purposes: Recreational, Summer, Homesite.

The lessee, in consideration of the foregoing, covenants and agrees, as rental for the land and premises to pay:

TO--	DATE DUE	AMOUNT
BUREAU OF INDIAN AFFAIRS	3/15/02 AND UPON	\$ 3060 PER YEAR
FOR THE LESSORS	EACH SUCCESSIVE ANIVERSARY	SUBJECT TO PROVISION #7
	DATE OF THE LEASE THEREOF	OF THE LEASE.
	FOR THE TERM OF THE LEASE	

Fair Annual Rent to be determined by appraisal. Stated rent on lease is \$3060.

Fair annual rent to be adjusted up or down subject to appraisal.

NOTE: IT HAS BEEN DETERMINED THAT LEASING THIS LAND WILL HAVE NO SIGNIFICANT IMPACT ON THE SURROUNDING ENVIRONMENT.

In the event of the death of any of the owners to whom, under the terms of this lease, rentals are to be paid direct, all rentals remaining due and payable shall be paid to the official of the Bureau of Indian Affairs having jurisdiction over the leased premises. This provision is applicable only while the leased premises are in trust or restricted status.

While the lease premises are in trust or restricted status, the Secretary may in his discretion, and upon notice to the lessee, suspend the direct rental payment provisions of this lease in which event the rentals shall be paid to the office of the Bureau of Indian Affairs having jurisdiction over the leased premises.

SWINOMISH WATERFRONT LOTS

SUPPLEMENTAL SHEET

14. It is understood and agreed that this lease is subject to existing and future rights-of-way granted by the lessor.
15. It is understood and agreed that the lessee shall submit by mail to the Tribal Planning Commission, Box 416, LaConner WA 98257, plans and specifications for any proposed improvements. The Tribal Planning Commission will establish the conditions for improvements and issue a building permit if the Planning commission so rules.
16. It is understood and agreed that it shall be the Lessee's responsibility to ascertain any improvements, including landscaping constructed on the leased premises are within the lot boundary lines. In the event the Lessee violates this provision, he shall be liable for all costs incurred in moving said improvements.
17. It is understood and agreed that any improvements owned by the Lessee may be removed by him at any time within sixty (60) days after the expiration or termination of this lease. In the event the improvements are not removed within the specified sixty (60) day period, they shall become the property of the Lessor. The Lessee shall restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Lessee has no control excepted. It is further understood and agreed that if the Superintendent finds there is damage to the Lessors property, once this lease expires; the lessee is obligated to pay such amount as appraised by the Superintendent.
18. It is a condition of this lease that the Lessee shall faithfully comply with all ordinances or resolutions, as approved by the Secretary of the Interior, enacted by the tribal governing body of the particular reservation, relating to the use of the above described premises.
19. Liens, Taxes, Assessments, Utility Charges--Lessee shall not permit to be enforced against the leased premises or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee, and Lessee shall discharge or post bond against all such liens before any action is brought to enforce same. Lessee shall pay, when and as the same become due and payable all taxes, assessments, licenses, fees and other like charges levied during the term of this lease upon or against the leased land, all interests therein and property thereon. Lessee shall also promptly pay all taxes, assessments, license fees and other like charges levied against the Lessee by the Tribe during the term of this lease. Upon written request, the Lessee shall furnish to the Secretary written evidence, duly certified, that any and all taxes required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any claim, asserted tax, or assessment against the property by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless the Lessor, the Secretary and the leased premises and all interests therein and improvements thereon from any and all claims, taxes, assessments and like charges and from any lien therefore or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by the Lessee. Lessee shall hold harmless the Lessor for all charges for water, sewage, gas, electricity, telephone, and other utility services supplied to said premises as they become due.
20. It is understood and agreed that this lease includes beach privileges, for recreational uses only and no improvements shall be built upon the tidelands without the written permission of the Swinomish Tribe. There is reserved to the Swinomish Indian Tribal Community, and to it's members, the right to use or cross said tidelands at any time. The Lessee does not have the right to dig clams or harvest oysters on the tidelands.
21. That the Lessee is authorized to encumber his leasehold interest in the premises for the purpose of borrowing capital for the development and improvement of the leased premises. The encumbrance instrument must be approved by the Secretary. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser, he may assign the leasehold without the approval of the Secretary or the consent of the other parties to the lease, provided; however, that the assignee accepts and agrees in writing to be bound by all the terms and conditions of the lease. If the purchaser is an party other than the encumbrancer, approval by the Secretary of any assignment will be bound by the terms of the lease and will assume in writing all obligations thereunder.
22. Septic and water systems shall meet Tribal standards which are the same as those administered by Skagit County Health Department.
23. Option to Renew For a Second 25 Years: Accomplished by Notice to the Supt. six months in advance of expiration. Must be in good standing.

This lease is subject to the following provisions:

1. **"Secretary"** as used herein means the Secretary of the Interior or his authorized representative.
2. **Improvements** – Unless otherwise provided herein, it is understood and agreed that any building or other improvements placed upon the said land by the lessee become the property of the lessor upon termination or expiration of this lease.
3. **Unlawful Conduct** – The lessee agrees that he or she will not use or cause to be used any part of said premises for any unlawful conduct of purpose.
4. **Subleases of Assignments** – Unless otherwise provided herein, a sublease, assignment or amendment of this lease may be made only with the approval of the Secretary and written consent of all parties to this lease, including the surety or sureties.
5. **Interest** – It is understood that any payment not made by the anniversary date of said lease shall accrue interest at the rate of 18% until payment is made in full.
6. **Relinquishment of Supervision By The Secretary** – Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The owners of the land and the lessee and his surety of sureties shall be notified by the Secretary of any such change in the status of the land.
7. **Rental Adjustment** – The rental provisions in all leases which are granted for a term of more than five (5) years and which are not based primarily on percentages of income produced by the land shall be subject to review and adjustment by the Secretary at not less than five-year intervals in accordance with the regulations in 25 CFR 162. Such review shall give consideration to the economic conditions at the time, exclusive of improvements or development required by this contract or the contribution value of such improvements.
8. **Interest of Member of Congress** – No Member of, Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise here from, but this provision shall not be construed to extend to this contract if made with a corporation of company for its general benefit.
9. **Violations of Lease** – It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations of 25 CFR 162. Lessee will be charged \$15.00 for any and all notice of violations given by Bureau of Indian Affairs.
10. **Assent Not Waiver Of Future Breach Of Covenants** – No assent, express or implied, to any breach of any of the lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.
11. **Upon Whom Binding** – It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of the lessee's obligations under this lease, and the obligations of its sureties, are to the United States as well as to the owner(s) of the land.
12. **Approval** – It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary.
13. **Additions** – Prior to execution of this lease, provisions(s) Number(s) 14-23 has (have) been added hereto and by reference is (are) made a part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this
_____ day of _____, _____.

Witnesses (two to each signature):

[Redacted] Lessee

Lessee

[Redacted] Lessor
[Redacted]
[Redacted]

[Redacted] Lessor
[Redacted]

[Redacted] Lessor
[Redacted]
[Redacted]

Realty Staff, Puget Sound Agency

Approved _____

Superintendent, Puget Sound Agency